

## CUSC Amendment Proposal Form – CAP113 - 118

<b>Details of Proposer:</b> Organisation's Name:	National Grid
<b>Capacity in which the Amendment is being proposed:</b> (i.e. CUSC Party, BSC Party or "energywatch")	CUSC Party*
<b>Details of Proposer's Representative:</b> Name: Organisation: Telephone Number: Email Address:	Lilian Macleod National Grid 01926 656368 lilian.macleod@uk.ngrid.co.uk
<b>Details of Proposer's Alternate:</b> Name: Organisation: Telephone Number: Email Address:	Guy Phillips National Grid 01926 656339 guy.phillips@uk.ngrid.com

\* For the avoidance of doubt, National Grid as Proposer of the above Amendments and as a CUSC Party has granted the licence and given the warranty as required by Paragraph 8.15.7 of the CUSC.

### Housekeeping Amendment

The following Proposed Amendments to the CUSC fall within the definition of a Housekeeping Amendment.

National Grid requests the Amendments Panel in accordance with CUSC 8.21.2.1, to treat these Amendment Proposals as Housekeeping Amendments and for the timetable and procedures within CUSC 8.21.2.2 to be followed.

CAP Ref No	Title of Amendment Proposal	Description of Proposed Amendment	Description of Issue or Defect that Proposed Amendment seeks to Address	Impact on the CUSC	Impact on Core Industry Documents	Impact on Computer Systems and Processes used by CUSC Parties	Details of any Related mods to Other Industry Codes	Justification for Proposed Amendment with Reference to the Applicable CUSC Objectives
CAP113	Deletion of 'the The Company'	The implementation of CAP105 has introduced the terms 'the The Company' within the CUSC.	CAP113 proposes to delete the extra 'the' in front of 'The Company' where it occurs within CUSC	See Annex 1 for Legal Text Amendments to relevant section of the CUSC (including Schedules and Exhibits)	None	None	None	The proposed amendment will aid efficiency in the implementation and discharge of licence objectives by removal of surplus 'the' within the CUSC therefore making the CUSC clearer and better fit for purpose.
CAP114	Amending Name and Address of National Grid	National Grid has changed its name and correspondence address.	CAP114 proposes to change the name and address of National Grid to reflect the correct trading name and corresponding address	See Annex 2 for Legal Text Amendments to relevant section of the CUSC (including Schedules and Exhibits);	None	None	None	The proposed amendment will aid efficiency in the implementation and discharge of licence objectives by referring to the correct trading name and registered address of National Grid within the CUSC therefore making the CUSC clearer and better fit for purpose.
CAP115	Replacing the term 'The Company Transmission System'	The implementation of CAP105 introduced the term 'The Company Transmission System' which is an invalid term.	CAP115 proposes to replace the term 'The Company Transmission System' with the correct terminology of GB Transmission System	See Annex 3 for Legal Text Amendments to relevant section of the CUSC.	None	None	None	The proposed amendment will aid efficiency in the implementation and discharge of licence objectives by accurately referring to the GB Transmission System within CUSC therefore making the CUSC clearer and better fit for purpose.

CAP Ref No	Title of Amendment Proposal	Description of Proposed Amendment	Description of Issue or Defect that Proposed Amendment seeks to Address	Impact on the CUSC	Impact on Core Industry Documents	Impact on Computer Systems and Processes used by CUSC Parties	Details of any Related mods to Other Industry Codes	Justification for Proposed Amendment with Reference to the Applicable CUSC Objectives
CAP116	CUSC Section 6.5.1 (d) – insertion of missing word	There is a word missing from Section 6.5.1 (d)	CAP116 proposes to insert the missing word from Section 6.5.1(d) of the CUSC	Changes to Section 6.5.1 (d): <p>.. operates a <b>Distribution System</b> in relation <b>to</b> an Embedded Exemptable Large Power Station . .</p>	None	None	None	The proposed amendment will aid efficiency in the implementation and discharge of licence objectives by inserting a missing word within the CUSC therefore making the CUSC clearer and better fit for purpose.
CAP117	CUSC Section 3.12.3 – incorrect spelling of word	There is an incorrect spelling of a word within Section 3.12.3	CAP117 proposed to amend the incorrect spelling of 'satisfactory' in Section 3.12.3 of the CUSC	Changes to Section 3.12.3: <p>In the event that <b>The Company</b> does not receive a <b>satisfactory</b> <del>satisfactory</del> explanation for the difference between the <b>Demand Forecast</b> and <b>The Company's</b> forecast <b>Demand</b> or a satisfactory revised <b>Demand Forecast</b> from the <b>User</b> within 5 <b>Business Days</b> of such notice then <b>The Company</b> shall be entitled to invoice a <b>User</b> for <b>Transmission Network Use of System Charges</b> calculated on the basis of the <b>The Company</b> forecast <b>Demand</b>.</p>	None	None	None	The proposed amendment will aid efficiency in the implementation and discharge of licence objectives by correcting a spelling error within the CUSC therefore making the CUSC clearer and better fit for purpose.

CAP Ref No	Title of Amendment Proposal	Description of Proposed Amendment	Description of Issue or Defect that Proposed Amendment seeks to Address	Impact on the CUSC	Impact on Core Industry Documents	Impact on Computer Systems and Processes used by CUSC Parties	Details of any Related mods to Other Industry Codes	Justification for Proposed Amendment with Reference to the Applicable CUSC Objectives
CAP118	CUSC Section 6.8.3(b)(iii) – incorrect spelling of word	There is an incorrect spelling of a word within Section 6.8.3(b)(iii)	CAP118 proposed to amend the incorrect spelling of 'required' in Section 6.8.3(b)(iii) of the CUSC	Where <b>User's Equipment</b> or equipment for which the <b>User</b> is responsible (as defined in the <b>Balancing and Settlement Code</b> ) is located immediately adjacent to the Grid Entry Point ( <b>Transmission Substation</b> ), Telecoms Room accommodation shall be provided by the <b>User</b> for the <b>Transmission</b> Marshalling Cubicles, Telemetry, System Monitoring, Signalling and Telephone equipment required to collect and return the information <del>required</del> <b>required</b> , and to provide voice communication. This will require space for between three and five 600mm square cubicles to contain equipment, supplies (e.g. 48-volt dc) and marshalling. The equipment will be provided and installed by <b>The Company</b> . The <b>User</b> will be responsible for providing the site connections and cabling to the plant/peripherals. The <b>User</b> should ensure that signals are wired out to the appropriate cubicle.	None	None	None	The proposed amendment will aid efficiency in the implementation and discharge of licence objectives by correcting a spelling error within the CUSC therefore making the CUSC clearer and better fit for purpose.

## Annex 1

### CAP113 - Deletion of 'the The Company'

Proposed Legal text to modify the CUSC

#### Section 2 – Paragraph 2.14.4 (c)

**The Company** shall invoice the **User** for an amount equal to **The Company's** estimate of the **One-off Charge** before, on or after the relevant date set out in the relevant **Bilateral Connection Agreement** and the **User** shall pay to **The Company** the amount stated in ~~the~~**The Company** invoice at the later of such relevant date or 28 (twenty eight) days after the date of the said invoice.

#### Section 2 – Paragraph 2.19.2 (a)

in the case of a **User** which meets ~~the~~**The Company Credit Rating** at the date of the **Bilateral Connection Agreement**, in accordance with Paragraph 2.20; and

#### Section 2 – Paragraph 2.19.2 (b)

in the case of a **User** which does not meet ~~the~~**The Company Credit Rating** at the date of the **Bilateral Connection Agreement** or thereafter ceases to meet it, in accordance with Paragraph 2.21.

#### Section 2 – Paragraph 2.20.1

Each **User** shall, as soon as possible after entering into a **Bilateral Connection Agreement** and in any event no later than one (1) month after such date, confirm to **The Company** the position on whether it meets ~~the~~**The Company Credit Rating** of which it advised **The Company** at the time that the offer was made by **The Company**. Thereafter not less than 75 days before 1 April and 1 October in each year the **User** shall confirm its **The Company Credit Rating** position to **The Company** (which in the case of a long term private credit rating shall be confirmed by Standard and Poor's or Moody's within a period of 45 days prior to the date of confirmation). The **User** shall inform **The Company** in writing forthwith if it becomes aware of losing its **The Company Credit Rating** or if it is or is likely to be put on credit watch or any similar credit surveillance procedure which may give **The Company** reasonable cause to believe that the **User** may not be able to sustain its **The Company Credit Rating** for at least 6 months.

#### Section 2 – Paragraph 2.20.3 (b)

having a credit rating below ~~the~~**The Company Credit Rating**; or

### **Section 3 – Paragraph 3.12.2**

**The Company** shall notify the **User** in the event that the **Transmission Network Use of System Charges** due from the **User** to **The Company** or from **The Company** to the **User** (as the case may be) calculated by **The Company** using the **Demand Forecast** differ by more than 20% from that calculated by **The Company** using ~~the~~**The Company's** forecast **Demand** as provided for in the **Charging Statements**.

### **Section 3 – Paragraph 3.12.3**

In the event that **The Company** does not receive a satisfactory explanation for the difference between the **Demand Forecast** and **The Company's** forecast **Demand** or a satisfactory revised **Demand Forecast** from the **User** within 5 **Business Days** of such notice then **The Company** shall be entitled to invoice a **User** for **Transmission Network Use of System Charges** calculated on the basis of ~~the~~**The Company** forecast **Demand**.

### **Section 5 – Paragraph 5.4.6.2**

In the case where a **User** meets ~~the~~**The Company Credit Rating** on signing a **Bilateral Connection Agreement** any of the following events shall constitute an **Event of Default**:-

### **Section 5 – Paragraph 5.4.6.3**

In the case where a **User** does not meet ~~the~~**The Company Credit Rating** on signing a **Bilateral Connection Agreement** any of the following events shall constitute an **Event of Default**:-

### **Section 6 – Paragraph 6.8.3 (b) (iv)**

Where **User's Equipment** or **Equipment** for which the **User** is responsible (as defined in the **Balancing and Settlement Code**) is located immediately adjacent to the Grid Entry Point (**Transmission Substation**), and the two sites have their earthing bonded together, the data required by **The Company** (from the OMS-FE and other plant) will be cabled directly between the two sites and ~~the~~**The Company** equipment located in the **User** bay in the **Transmission** substation.

### **Section 6 – Paragraph 6.13.3**

**The Company** shall promptly notify all **Users** that the **New CUSC Party** has become a **CUSC Party**. Such notification shall be by both publication on ~~the~~**The Company Website** and written notice (which may be sent electronically) of the name, registered address and capacities in which the new **CUSC Party** will, or intends to, be connected to or use the **GB Transmission System**.

### **Section 6 – Paragraph 6.30.3.1**

**The Company** shall establish and maintain a **TEC Register** published on ~~the~~**The Company Website** recording the details set out in 6.30.3.2.

#### **Section 8 – Paragraph 8.5.4**

The **Panel Secretary** shall give prompt notice to all **Panel Members**, all **CUSC Parties** and the **Authority** of the appointment or re-appointment of any **Panel Member** or **Alternate Member** or of any **Panel Member** or **Alternate Member** ceasing to hold office and publication on ~~the~~**The Company Website** and (where relevant details are supplied to the **Panel Secretary**) despatch by electronic mail shall fulfil this obligation.

#### **Section 8 – Paragraph 8.6.4(b)**

The **Panel Secretary** shall promptly notify all **Panel Members** and **CUSC Parties** of appointment or removal by any **Panel Member** of any alternate and publication on ~~the~~**The Company Website** and (where relevant details have been provided to the **Panel Secretary**) despatch by electronic mail shall fulfil this obligation.

#### **Section 8 – Paragraph 8.7.5**

The **Panel Secretary** shall send a copy of the notice convening a meeting of the **Amendments Panel**, and the agenda and papers accompanying the notice, to each **CUSC Party** and each **BSC Party** at the same time at which notice is given to the **Panel Members**, and publication on ~~the~~**The Company Website** and despatch by electronic mail (if the relevant details are supplied to the **Panel Secretary**) shall fulfil this obligation.

#### **Section 8 – Paragraph 8.8.4**

As soon as practicable after each meeting of the **Amendments Panel**, the **Panel Secretary** shall prepare and send (by electronic mail or otherwise) to **Panel Members** the minutes of such meeting, which shall be approved (or amended and approved) at the next meeting of the **Amendments Panel** after they were so sent, and when approved (excluding any matter which the **Amendments Panel** decided was not appropriate for such publication) shall be placed on ~~the~~**The Company Website**.

#### **Section 8 – Paragraph 8.10.5**

The two **Panel Members** appointed by **The Company** pursuant to Paragraph 8.2.1.2(c) shall together have one vote in relation to each matter which shall be cast jointly by agreement between them or, where only one of ~~the~~**The Company Panel Members** is present at a meeting, by that **The Company Panel Member**.

#### **Section 8 – Paragraph 8.12.4**

The **Amendment Register** (as updated from time to time and indicating the revisions since the previous issue) shall be published on ~~the~~**The Company Website** or (in the absence, for whatever reason, of ~~the~~**The Company Website**) in such other manner and with such frequency (being not less than once per month) as **The Company** may decide in order to bring it to the attention of the **Amendments Panel**, **CUSC Parties** and other persons who may be interested.

#### **Section 8 – Paragraph 8.13.4**

The **Panel Secretary** shall publish each **Progress Report** on ~~the~~**The Company Website** within 7 **Business Days** after it is sent to the **Authority**, provided that the **Panel Secretary** shall exclude therefrom any matters in respect of which the **Authority** issues a notice to the **Panel Secretary** for the purpose of this Paragraph 8.13.4. Copies shall be sent to those **Panel Members**, **Alternate Members** and **CUSC Parties** who have provided electronic mail addresses to **The Company**.

#### **Section 8 – Paragraph 8.15.8(a)**

notify **CUSC Parties** that he has been notified of the withdrawal of support by the **Proposer** by publication on ~~the~~**The Company Website** and (where relevant details are supplied) by electronic mail. A **CUSC Party** may within five (5) **Business Days** notify the **Panel Secretary** that it is prepared to support the **Amendment Proposal** in place of the original **Proposer**. If such notice is received, the name of such **CUSC Party** shall replace that of the original **Proposer** as the **Proposer**, and the **Amendment Proposal** shall continue. If more than one notice is received, the first received shall be utilised;

#### **Section 8 – Paragraph 8.19.2**

The consultation will be undertaken by issuing a Consultation Paper (and its provision in electronic form on ~~the~~**The Company Website** and in electronic mails to **CUSC Parties** and such other persons, who have supplied relevant details, shall meet this requirement).

#### **Section 8 – Paragraph 8.20.3**

A draft of the **Amendment Report** will be circulated by **The Company** to **CUSC Parties** and **Panel Members** (and its provision in electronic form on ~~the~~**The Company Website** and in electronic mails to **CUSC Parties** and **Panel Members**, who must supply relevant details, shall meet this requirement) and a period of no less than five (5) **Business Days** given for comments to be made thereon. Any unresolved comments made shall be reflected in the final **Amendment Report**.

#### **Section 8 – Paragraph 8.20.8**

and shall place a copy on ~~the~~**The Company Website**.

#### **Section 8 – Paragraph 8.21.2.2(a)**

**The Company** will as soon as practicable after the said **Amendments Panel** publish the **Housekeeping Amendment** (including the proposed text to amend the **CUSC**) on ~~the~~**The Company Website** for a minimum of ten **Business Days** and shall notify:

#### **Section 8 – Paragraph 8.21.2.2**

that the **Housekeeping Amendment Report** has been submitted and shall publish a copy of the **Housekeeping Amendment Report** on ~~the~~**The Company Website**.

#### **Section 8 – Paragraph 8.23.2**

**The Company** shall forthwith notify (by publication on ~~the~~**The Company Website** and, where relevant details are supplied by electronic mail):



**Section 8 – Paragraph 8A.1.2.1**

**The Company** shall not later than 1st July in the election year prepare and circulate to all **Users** (by publication on ~~the~~**The Company Website** and, where relevant details are supplied, by electronic mail), with a copy to the **Authority**, an invitation to nominate candidates who must be willing to be either a **User Panel Member** or an **Alternate Member** and a timetable for the election (the “**Election Timetable**”), setting out:

**Section 9 – Paragraph 9.9.4 (c)**

**The Company** shall invoice the **User** for an amount equal to **The Company’s** estimate of the **One-off Charge** before, on or after the relevant date set out in the relevant **Bilateral Connection Agreement** and the **User** shall pay to **The Company** the amount stated in ~~the~~**The Company** invoice at the later of such relevant date or 28 (twenty eight) days after the date of the said invoice.

**Section 9 – Paragraph 9.10.4.2**

**The Company** shall notify the **User** in the event that the **Transmission Network Use of System Charges** due from the **User** to **The Company** or from **The Company** to the **User** (as the case may be) calculated by **The Company** using the **Demand Forecast** differ by more than 20% from that calculated by **The Company** using ~~the~~**The Company’s** forecast **Demand** as provided for in the **Charging Statements**.

**Section 9 – Paragraph 9.10.4.3**

In the event that **The Company** does not receive a satisfactory explanation for the difference between the **Demand Forecast** and **The Company’s** forecast **Demand** or a satisfactory revised **Demand Forecast** from the **User** within 5 **Business Days** of such notice then **The Company** shall be entitled to invoice a **User** for **Transmission Network Use of System charges** calculated on the basis of ~~the~~**The Company** forecast **Demand**.

**Schedule 2 – Exhibit 3 – Paragraph 9A.1.1**

The User shall as soon as possible after execution of this **Construction Agreement** and in any event no later than one (1) month after the date of such execution confirm to **The Company** whether it meets ~~the~~**The Company Credit Rating**. Thereafter not less than 75 days before 1 April and 1 October in each year until (subject to Clause 9A.4) 28 days after the **Charging Date** the User shall confirm its **The Company Credit Rating** to **The Company** (which in the case of a long term private credit rating shall be confirmed by Standard and Poor's or Moody's within a period of 45 days prior to the date of confirmation). The **User** shall inform **The Company** in writing forthwith if it becomes aware of losing its **The Company Credit Rating** or if it is or is likely to be put on credit watch or any similar credit surveillance procedure which may give **The Company** reasonable cause to believe that the **User** may not be able to sustain its **The Company Credit Rating** for at least 6 months.

**Schedule 2 – Exhibit 3 – Paragraph 9A.1.3(ii)**

having a credit rating below ~~the~~**The Company Credit Rating**; or

**Schedule 3 – Appendix 9 – Paragraph 3(a)**

The Company shall consider and no later than 31<sup>st</sup> December 1999, report to the Transmission Users Group on the practicalities of establishing a unified mechanism for the provision of voltage support for ~~the~~**The Company Transmission System**; and

**Exhibit B – Guidance Notes – Point 8**

In the course of processing the application it may be necessary for **The Company** to consult the appropriate **Public Distribution System Operator(s)** on matters of technical compatibility of the **GB Transmission System** with their **Distribution System(s)** or to consult the **Relevant Transmission Licensees** to establish the works required on the **GB Transmission System**. On grounds of commercial confidentiality **The Company** shall need authorisation for the release to the **Public Distribution System Operator(s)** or **Relevant Transmission Licensees** of certain information contained in the Application. Any costs incurred by **The Company** in consulting the **Public Distribution System Operator(s)** or **Relevant Transmission Licensees** would be included in ~~the~~**The Company Charges** for the Application. If it is found by the **Public Distribution System Operator(s)** that any work is required on their **Distribution System(s)**, then it will be for the **Public Distribution System Operator(s)** and the **Applicant** to reach agreement in accordance with Paragraph 6.10.3 of the **CUSC**.

**Exhibit B – Connection Application – Point 5**

We confirm that we do/do not meet ~~the~~**The Company Credit Rating**.

#### **Exhibit D – Guidance Notes – Point 5**

**The Company** shall charge the **Applicant**, and the **Applicant** shall pay to **The Company**, **The Company's** Engineering Charges in relation to the application. An advance will be charged by **The Company** in accordance with the **Charging Statements**. No application will be considered until such advance has been paid. The balance of ~~the~~**The Company** Engineering Charges shall be notified and invoiced by **The Company** to the **Applicant** together with a breakdown of such charges and the **Applicant** shall pay the same within 28 days of the date of **The Company's** invoice. In the event that the advance and any other payments exceed the appropriate **The Company** Engineering Charges the excess shall be repaid forthwith to the **Applicant**. If **The Company** does not make an **Offer** to the **Applicant** in accordance with Standard Condition C8 of the **Transmission Licence** otherwise than by reason of withdrawal of the application by the **Applicant**, **The Company** will return the charges to the **Applicant**.

#### **Exhibit D – Guidance Notes – Point 9**

In the course of processing your application, it may be necessary for **The Company** to consult the appropriate **Public Distribution System Operator(s)** on matters of technical compatibility of the **GB Transmission System** with their **Distribution System(s)** or to consult the **Relevant Transmission Licensees** to establish the works required on the **GB Transmission System**. On grounds of commercial confidentiality **The Company** shall need your authorisation to the release to the **Public Distribution System Operator(s)** or the **Relevant Transmission Licensees** of certain information contained in your application. Any costs incurred by **The Company** in consulting the **Public Distribution System Operator(s)** or **Relevant Transmission Licensees** would be included in ~~the~~**The Company Charges** for the application. If it is found by the **Public Distribution System Operator(s)** that any work is required on their **Distribution System(s)**, then it will be for the **Public Distribution System Operator(s)** and the **Applicant** to reach agreement in accordance with Paragraph 6.10.3 of the **CUSC**.

#### **Exhibit D – Guidance Notes – Point 11**

If the **Applicant** is not already a **CUSC Party** the **Applicant** will be required as part of this application form to undertake that he will comply with the provisions of the **Grid Code** for the time being in force. Copies of the **Grid Code** and the **CUSC** are available on ~~the~~**The Company** website at [www.nationalgrid.com/uk](http://www.nationalgrid.com/uk) and the **Applicant** is advised to study them carefully. Further copies are available on payment of **The Company's** copying charge, postage and packing. **Data** submitted pursuant to this application shall be deemed submitted pursuant to the **Grid Code**.

#### **Exhibit D – Guidance Notes – Point 16**

For the most up to date contact details applicants are advised to contact ~~the~~**The Company** website at [www.nationalgrid.com/uk](http://www.nationalgrid.com/uk).

#### **Exhibit F – Guidance Notes – Point 7**

If the **Applicant** is not already a **CUSC Party** the **Applicant** will be required as part of this application form to undertake that he will comply with the provisions of the **Grid Code** for the time being in force. Copies of the **Grid Code** and the **CUSC** are available on ~~the~~**The Company** website at [www.nationalgrid.com/uk](http://www.nationalgrid.com/uk) and the **Applicant** is advised to study them carefully. **Data** submitted pursuant to this application shall be deemed submitted pursuant to the **Grid Code**.

### **Exhibit F – Guidance Notes – Point 7**

For the most up to date contact details applicants are advised to contact ~~the~~**The Company** website at [www.nationalgrid.com/uk](http://www.nationalgrid.com/uk).

### **Exhibit I – Modification Application Notes – Point 8**

In the course of processing your application, it may be necessary for **The Company** to consult the appropriate **Public Distribution System Operator(s)** on matters of technical compatibility of the **GB Transmission System** with their **Distribution System(s)** or to consult the **Relevant Transmission Licensees** to establish the works required on the **GB Transmission System**. On grounds of commercial confidentiality, **The Company** shall need your authorisation to the release to the **Public Distribution System Operator(s)** or **Relevant Transmission Licensees** of certain information contained in your application. Any costs incurred by **The Company** in consulting the **Public Distribution System Operator(s)** or **Relevant Transmission Licensees** would be included in ~~the~~**The Company** charges for the **Modification Application**. If it is found by the **Public Distribution System Operator(s)** that any work is required on their **Distribution System(s)**, then it will be for the **Public Distribution System Operator(s)** and the **Applicant** to reach agreement in accordance with Paragraph 6.10.3 of the **CUSC**.

### **Exhibit O 1A – Interface Agreement – Asset Licence Facility Agreement – The Company Assets – Section 1 Definitions & Interpretation**

“the Grid Code”                    the document or documents produced pursuant to ~~the~~**The Company** Transmission Licence, as from time to time revised in accordance with ~~the~~**The Company** Transmission Licence;

### **Exhibit O 1A – Interface Agreement – Asset Licence Facility Agreement – The Company Assets – Section 3 Modifications Replacements and Alternations – Paragraph 3.1.1**

the replacement **The Company** Assets or ~~the~~**The Company** Assets as so altered:-

### **Exhibit O 1A – Interface Agreement – Asset Licence Facility Agreement – The Company Assets – Section 3 Modifications Replacements and Alternations – Paragraph 3.1.1 (v)**

do not restrict the actual and intended use of User’s Land and any equipment thereon or therein to any materially greater extent than ~~the~~**The Company** Assets so replaced or altered; and

### **Exhibit O 1A – Interface Agreement – Asset Licence Facility Agreement – The Company Assets – Section 3 Modifications Replacements and Alternations – Paragraph 3.1.1 (vi)**

are either of the same or a similar or smaller size or the alteration is effected substantially within the space occupied by such **The Company** Assets to enable ~~the~~**The Company** Assets to be used up to their full capability; and

**Exhibit O 1A – Interface Agreement – Asset Licence Facility Agreement – The Company Assets – Section 3 Modifications Replacements and Alternations – Paragraph 3.3**

To the extent that any of the conditions of clause 3.1 are not in User's reasonable opinion met in relation to any replacement or alteration, User may by notice in writing require The Company promptly to remove such replacement or alteration and, if The Company fails to do so, may remove the same itself at the cost and expense of The Company. On such removal, The Company may reinstate ~~the~~The Company Assets so replaced or altered.

**Exhibit O 1A – Interface Agreement – Asset Licence Facility Agreement – The Company Assets – Section 5 Relocations – Paragraph 5.1.1(a)**

~~the~~The Company Assets which User wishes to be relocated;

**Exhibit O 1A – Interface Agreement – Asset Licence Facility Agreement – The Company Assets – Section 5 Relocations – Paragraph 5.1.2(c)**

in respect of the Relocation Proposal (if accepted) or of any Alternative Relocation Proposal, the costs likely to be incurred in connection with considering the Relocation Proposal or the Alternative Relocation Proposal and effecting the said relocation of ~~the~~The Company Assets and the proper and reasonable costs of relocating any other equipment that may be necessary as a result of the relocation of those The Company Assets and any consequential losses including payments to third parties incurred as a result of the relocation of those The Company Assets and the proposed manner and timing of payment of the same by User.

**Exhibit O 1A – Interface Agreement – Asset Licence Facility Agreement – The Company Assets – Section 12 Confidentiality – Paragraph 12.1.5**

"Generation Business" has the same meaning as in ~~the~~The Company Transmission Licence;

**Exhibit O 1A – Interface Agreement – Asset Licence Facility Agreement – The Company Assets – Section 12 Confidentiality – Paragraph 12.2.2(b)**

any right to purchase or otherwise require, or to distribute, electricity including by means of an electricity purchase contract (as defined in ~~the~~The Company Transmission Licence); or

**Exhibit O 1A – Interface Agreement – Asset Licence Facility Agreement – The Company Assets – Section 12 Confidentiality – Paragraph 12.3.3(b)**

in compliance with the conditions of ~~the~~The Company Transmission Licence or any document referred to in ~~the~~The Company Transmission Licence with which The Company is required to comply; or

**Exhibit O 1A – Interface Agreement – Asset Licence Facility Agreement – The Company Assets – Section 12 Confidentiality – Paragraph 12.4.3**

the operation and planning of the Ancillary Services Business (as defined in ~~the~~The Company Transmission Licence) and the calculation of charges therefor;

**Exhibit O 1A – Interface Agreement – Asset Licence Facility Agreement – The Company Assets – Section 12 Confidentiality – Paragraph 12.4.4**

the operation of the Settlements Business (as defined in ~~the~~The Company Transmission Licence);

**Exhibit O 1A – Interface Agreement – Asset Licence Facility Agreement – The Company Assets – Section 14 Limitation of Liability – Paragraph 14.5.1**

the rights, powers, duties and obligations of either Party which are conferred or created by the Act, the Electricity Generating Licence, ~~the~~The Company Transmission Licence or the Electricity Supply Regulations 1988 or any amendment or re-enactment thereof; or

**Exhibit O 1B - Interface Agreement – Asset Licence Facility Agreement – Relevant Transmission Licensee Asset - Section 1 Definitions & Interpretation**

“Grid Code” the document or documents produced pursuant to standard condition C14 of ~~the~~The Company Transmission Licence, as from time to time revised in accordance with ~~the~~The Company Transmission Licence;

**Exhibit O 1B – Interface Agreement – Asset Licence Facility Agreement – Relevant Transmission Licensee Asset – Section 12 Confidentiality – Paragraph 12.2.2(b)**

any right to purchase or otherwise acquire, or to distribute, electricity including by means of an electricity purchase contract (as defined in ~~the~~The Company Transmission Licence); or

**Exhibit O 1B – Interface Agreement – Asset Licence Facility Agreement – Relevant Transmission Licensee Asset – Section 12 Confidentiality – Paragraph 12.5**

The Company and its subsidiaries may use all and any information or data supplied to or acquired by it from the RTL pursuant to Clause 12.3.3 in relation to this Agreement in performing its activities under ~~the~~The Company Transmission Licence including for the following purposes:

**Exhibit O 2A – Interface Arrangement – Asset Licence Facility Agreement – User Assets - Section 1 Definitions & Interpretation**

“the Grid Code” the document or documents produced pursuant to ~~the~~The Company Transmission Licence, as from time to time revised in accordance with ~~the~~The Company Transmission Licence;

**Exhibit O 2A – Interface Arrangement – Asset Licence Facility Agreement – User Assets – Section 5 Relocations – Paragraph 5.1**

At any time and from time to time during the term of this Agreement, The Company may with the prior written consent of User (such consent not to be unreasonably withheld or delayed) require User to relocate any User Assets either to a different location on ~~the~~The Company Land or to User’s or a third party’s land, such consent to be sought and given or refused in accordance with the following procedure:-

**Exhibit O 2A – Interface Arrangement – Asset Licence Facility Agreement – User Assets – Section 12 Confidentiality – Paragraph 12.2.2(b)**

any right to purchase or otherwise require, or to distribute, electricity including by means of an electricity purchase contract (as defined in ~~the~~The Company Transmission Licence); or

**Exhibit O 2A – Interface Arrangement – Asset Licence Facility Agreement – User Assets – Section 12 Confidentiality – Paragraph 12.3.3(b)**

in compliance with the conditions of ~~the~~The Company Transmission Licence or any document referred to in ~~the~~The Company Transmission Licence with which The Company is required to comply; or

**Exhibit O 2A – Interface Arrangement – Asset Licence Facility Agreement – User Assets – Section 12 Confidentiality – Paragraph 12.4.3**

the operation and planning of the Ancillary Services Business (as defined in ~~the~~The Company Transmission Licence) and the calculation of charges therefor;

**Exhibit O 2A – Interface Arrangement – Asset Licence Facility Agreement – User Assets – Section 12 Confidentiality – Paragraph 12.4.4**

the operation of the Settlements Business (as defined in ~~the~~The Company Transmission Licence);

**Exhibit O 2A – Interface Arrangement – Asset Licence Facility Agreement – User Assets – Section 14 Limitation of Liability – Paragraph 14.5.1**

the rights, powers, duties and obligations of either Party which are conferred or created by the Act, the Electricity Generating Licence, ~~the~~The Company Transmission Licence or the Electricity Supply Regulations 1988 or any amendment or re-enactment thereof; or

**Exhibit O 2B – Interface Arrangement – Asset Licence Facility Agreement – User Assets – Section 1 Definitions & Interpretation**

“Grid Code” the document or documents produced pursuant to standard condition C14 of ~~the~~The Company Transmission Licence, as from time to time revised in accordance with ~~the~~The Company Transmission Licence;

**Exhibit O 2B – Interface Arrangement – Asset Licence Facility Agreement – User Assets – Section 12 Confidentiality – Paragraph 12.2.2(b)**

any right to purchase or otherwise acquire, or to distribute, electricity including by means of an electricity purchase contract (as defined in ~~the~~The Company Transmission Licence); or

**Exhibit O 2B – Interface Arrangement – Asset Licence Facility Agreement – User Assets – Section 12 Confidentiality – Paragraph 12.5**

The Company and its subsidiaries may use all and any information or data supplied to or acquired by it from the RTL pursuant to Clause 12.3.3 in relation to this Agreement in performing its activities under ~~the~~The Company Transmission Licence including for the following purposes:

#### **Exhibit Q - Guidance Notes – Point 5**

**The Company** shall charge the **Applicant**, and the **Applicant** shall pay to **The Company**, **The Company's Engineering Charges** in relation to the application. An advance will be charged by **The Company** in accordance with the **Charging Statements**. No application will be considered until such advance has been paid. The balance of ~~the~~**The Company Engineering Charges** shall be notified and invoiced by **The Company** to **the Applicant** together with a breakdown of such charges and the **Applicant** shall pay the same within 28 days of the date of **The Company's** invoice. In the event that the advance and any other payments exceed the appropriate **The Company Engineering Charges** the excess shall be repaid forthwith to the **Applicant**. If **The Company** does not make an **Offer** to the **Applicant** in accordance with Paragraph 1.5 of the **CUSC** otherwise than by reason of withdrawal of the application by the **Applicant**, **The Company** will return the charges to the **Applicant**.

#### **Exhibit Q - Guidance Notes – Point 14**

For most up to date contact details Applicants are advised to contact ~~the~~**The Company** Website at [www.nationalgrid.com/uk](http://www.nationalgrid.com/uk).



## **Annex 2**

### **CAP114 - Amending Name and Address of National Grid**

Proposed Legal text to modify the CUSC

#### **Schedule 2 – Exhibit 1**

Replace The National Grid Company plc with National Grid Electricity Transmission plc throughout the document.

#### **Schedule 2 – Exhibit 1 – Page 3 (Point 1)**

~~THE NATIONAL GRID COMPANY plc~~ **National Grid Electricity Transmission plc** a company registered in England with number 2366977 whose registered office is at ~~National Grid House, Kirby Corner Road, Coventry CV4 8JY~~ 1-3 Strand, London, WC2N 5EH (“**The Company**”, which expression shall include its successors and/or permitted assigns); and

#### **Schedule 2 – Exhibit 2**

Replace The National Grid Company plc with National Grid Electricity Transmission plc throughout the document.

#### **Schedule 2 – Exhibit 2 – Page 3 (Point 1)**

~~THE NATIONAL GRID COMPANY plc~~ **National Grid Electricity Transmission plc** a company registered in England with number 2366977 whose registered office is at ~~National Grid House, Kirby Corner Road, Coventry CV4 8JY~~ 1-3 Strand, London, WC2N 5EH (“**The Company**”, which expression shall include its successors and/or permitted assigns); and

#### **Schedule 2 – Exhibit 3**

Replace The National Grid Company plc with National Grid Electricity Transmission plc throughout the document.

#### **Schedule 2 – Exhibit 2 – Page 4 (Point 1)**

~~THE NATIONAL GRID COMPANY plc~~ **National Grid Electricity Transmission plc** a company registered in England with number 2366977 whose registered office is at ~~National Grid House, Kirby Corner Road, Coventry CV4 8JY~~ 1-3 Strand, London, WC2N 5EH (“**The Company**”, which expression shall include its successors and/or permitted assigns); and

**Schedule 2 – Exhibit 4**

Replace The National Grid Company plc with National Grid Electricity Transmission plc throughout the document.

**Schedule 2 – Exhibit 2 – Page 4 (Point 1)**

~~THE NATIONAL GRID COMPANY plc~~ National Grid Electricity Transmission plc a company registered in England with number 2366977 whose registered office is at ~~National Grid House, Kirby Corner Road, Coventry CV4 8JY~~ 1-3 Strand, London, WC2N 5EH (“**The Company**”, which expression shall include its successors and/or permitted assigns); and

**Schedule 2 – Exhibit 5**

Replace National Grid Company plc with National Grid Electricity Transmission plc throughout the document.

**Exhibit A**

Replace The National Grid Company plc with National Grid Electricity Transmission plc throughout the document.

**Exhibit A – Page 2 (Point 1)**

~~THE NATIONAL GRID COMPANY plc~~ National Grid Electricity Transmission plc a company registered in England with number 2366977 whose registered office is at ~~National Grid House, Kirby Corner Road, Coventry CV4 8JY~~ 1-3 Strand, London, WC2N 5EH (“**The Company**”, which expression shall include its successors and/or permitted assigns); and

**Exhibit B**

Replace The National Grid Company plc with National Grid Electricity Transmission plc throughout the document.

**Exhibit D**

Replace The National Grid Company plc with National Grid Electricity Transmission plc throughout the document.

**Exhibit E**

Replace The National Grid Company plc with National Grid Electricity Transmission plc throughout the document.

**Exhibit F**

Replace The National Grid Company plc with National Grid Electricity Transmission plc throughout the document.

**Exhibit G**

Replace The National Grid Company plc with National Grid Electricity Transmission plc throughout the document.

**Exhibit H**

Replace The National Grid Company plc with National Grid Electricity Transmission plc throughout the document.

**Exhibit I**

Replace The National Grid Company plc with National Grid Electricity Transmission plc throughout the document.

**Exhibit J**

Replace The National Grid Company plc with National Grid Electricity Transmission plc throughout the document.

**Exhibit K**

Replace The National Grid Company plc with National Grid Electricity Transmission plc throughout the document.

**Exhibit M**

Replace The National Grid Company plc with National Grid Electricity Transmission plc throughout the document.

**Exhibit N**

Replace The National Grid Company plc with National Grid Electricity Transmission plc throughout the document.

**Exhibit O 1A**

Replace The National Grid Company plc with National Grid Electricity Transmission plc throughout the document.

**Exhibit O 1A – Page 6 (Point 2)**

~~THE NATIONAL GRID COMPANY plc~~ National Grid Electricity Transmission plc a company registered in England with number 2366977 whose registered office is at ~~National Grid House, Kirby Corner Road, Coventry CV4 8JY~~ 1-3 Strand, London, WC2N 5EH (“**The Company**”, which expression shall include its successors and/or permitted assigns); and

**Exhibit O 1B - Interface Agreement – Asset Licence Facility Agreement – Relevant Transmission Licensee Asset - Section 1 Definitions & Interpretation**

“The Company”                      National Grid Electricity Transmission ~~Company~~ plc;

**Exhibit O 2A**

Replace The National Grid Company plc with National Grid Electricity Transmission plc throughout the document.

**Exhibit O 2A – Page 6 (Point 1)**

~~THE NATIONAL GRID COMPANY plc~~ National Grid Electricity Transmission plc a company registered in England with number 2366977 whose registered office is at ~~National Grid House, Kirby Corner Road, Coventry CV4 8JY~~ 1-3 Strand, London, WC2N 5EH (“**The Company**”, which expression shall include its successors and/or permitted assigns); and

**Exhibit O 2B – Interface Arrangement – Asset Licence Facility Agreement – User Assets – Section 1 Definitions & Interpretation**

“The Company” National Grid ~~Company~~ **Electricity Transmission** plc;

**Exhibit P - Guidance Notes**

Replace National Grid Company plc with National Grid Electricity Transmission plc throughout the document.

**Exhibit Q - Guidance Notes**

Replace National Grid Company plc with National Grid Electricity Transmission plc throughout the document.

**Exhibit R**

Replace National Grid Company plc with National Grid Electricity Transmission plc throughout the document.

## Annex 3

### CAP115 - Replacing the term 'The Company Transmission System'

Proposed Legal text to modify the CUSC

#### Section 6 – Paragraph 6.30.3.2

The **TEC Register** shall set out the name of the **User**, the **Connection Site** (or in the case of an **Embedded Generator** site of connection), the **Transmission Entry Capacity**, the year of connection to (or in the case of an **Embedded Generator** the year of the use of) the **GB The Company Transmission System** in respect of any **Bilateral Agreements** or agreements to change a **User's Transmission Entry Capacity**.

#### Section 6 – Paragraph 6.31.2.7

In respect of **Power Stations** directly connected to the **GB The Company Transmission System**, a **User' s Transmission Entry Capacity** plus the maximum figure requested (plus any **STTEC** previously granted for any part of the **STTEC Period**) must not exceed its total station **Connection Entry Capacity**.

#### Section 11 – Paragraph 11.3

##### **"Maximum Generation"**

means a Balancing Service provided from the Available BM Units by generating at a level above the MEL so as to increase the total export of Active Power from the Power Station to the **GB The Company Transmission System**, contributing towards **The Company's** requirement for additional short-term generation output, all as more particularly described in Paragraph 4.2;

##### **"Short Term Capacity"**

the right to export on to the **GB The Company Transmission System** power in accordance with the provisions of **CUSC**.

#### Table of Contents – Section 3.2

Rights to Use the **GB The Company Transmission System**

#### Table of Contents – Section 3.4

Rights to Use the **GB The Company Transmission System**